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Debtor 1	Richard	A.	Steigerwald, Sr.			
	First Name	Middle Name	Last Name			
Debtor 2	Patricia	L.	Steigerwald			
(Spouse, if filing)	First Name	Middle Name	Last Name			
United States Bankruptcy Court for the Western District of Pennsylvania Case number 17-21291-CMB						

\boxtimes	Check if this is an amended plan, and list below the sections of the plan that have
2.1,	been changed. 3.1

Western District of Pennsylvania

Chapter 13 Plan Dated: Jun 24, 2019

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Notices

To Debtors:

This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable. The terms of this plan control unless otherwise ordered by the court.

In the following notice to creditors, you must check each box that applies.

To Creditors:

YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

IF YOU OPPOSE THIS PLAN'S TREATMENT OF YOUR CLAIM OR ANY PROVISION OF THIS PLAN, YOU OR YOUR ATTORNEY MUST FILE AN OBJECTION TO CONFIRMATION AT LEAST SEVEN (7) DAYS BEFORE THE DATE SET FOR THE CONFIRMATION HEARING, UNLESS OTHERWISE ORDERED BY THE COURT. THE COURT MAY CONFIRM THIS PLAN WITHOUT FURTHER NOTICE IF NO OBJECTION TO CONFIRMATION IS FILED. SEE BANKRUPTCY RULE 3015. IN ADDITION, YOU MAY NEED TO FILE A TIMELY PROOF OF CLAIM IN ORDER TO BE PAID UNDER ANY PLAN.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If the "Included" box is unchecked or both boxes are checked on each line, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of any claim or arrearages set out in Part 3, which may result in a partial payment or no payment to the secured creditor (a separate action will be required to effectuate such limit)	Included	Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4 (a separate action will be required to effectuate such limit)	Included	○ Not Included
1.3	Nonstandard provisions, set out in Part 9	Included	Not Included

Part 2:

Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee:

Total amount of follows:	of \$ <u>2,421.00</u> per r	month for a remaining plan term	of <u>33</u> months shall be paid	to the trustee from future ear	nings as
Payments	By Income Attachment	Directly by Debtor	By Automated Bank Transfer		
D#1	\$1,985.00	\$0.00	\$0.00		
D#2	\$436.00	\$0.00	\$0.00		

(Income attachments must be used by debtors having attachable income)

(SSA direct deposit recipients only)

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2.2	Additional payments:								
	Unpaid Filing Fees. The base available funds.	valance of \$	shal	l be fully paid by t	the Trustee to t	the Clerk o	f the Bankruptcy	Court from the first	
	Check one.								
	None. If "None" is checked	d, the rest of Section	n 2.2 need not b	e completed or re	produced.				
	The debtor(s) will make a amount, and date of each a			ee from other so	urces, as spec	cified be l ov	v. Describe the	source, estimated	
2.3	The total amount to be paic				the trustee b	ased on th	ne total amount	of plan payments	
	plus any additional sources	of plan funding de	escribed above.	•					
Pai	t 3: Treatment of Secur	red Claims							
3.1	Maintenance of payments an	d cure of default, it	f any, on Long-	Term Continuing	g Debts.				
	Check one.								
	None. If "None" is checked	d. the rest of Section	n 3.1 need not b	e completed or re	produced.				
				·		ne lietad ha	llow with any ch	anges required by	
	The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.								
	Name of creditor	Colla	teral		Current	nnt	Amount of	Start date	
					installme payment (including		arrearage (if any)	(MM/YYYY)	
	BNY Mellon c/o Carringto	on* 6 Che	eryl Drive Corao	polis, PA 15108	\$1,6	63.80	\$0.00	07/2019	
	*payment change per NN	MPC dated	I June 3, 2019		\$0	0.00	\$0.00		
	Insert additional claims as need	led.							
32	Request for valuation of secu	rity payment of fu	illy secured cla	ims and modific	ration of unde	rsecured (rlaims		
0.2	Check one.	Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.							
	None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.								
	The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.								
	The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.								
	For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed <i>Amount of secured claim</i> . For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.								
	The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).								
		mated amount	Collateral	Value of A	Amount of	Amount o	.	M onthly	
		reditor's total n (See Para. 8.7 w)		collateral c	claims senior to creditor's claim		rate p	payment to preditor	
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00	

Insert additional claims as needed.

	Check one.							
	None. If "None" is checked, the	rest of Section 3.3 need not be complete	ed or reproduced.					
	The claims listed below were eith	er:						
	(1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or							
	(2) Incurred within one (1) year of the	e petition date and secured by a purchas	se money security interest	in any other th	ing of value.			
	These claims will be paid in full under	the plan with interest at the rate stated	below. These payments w	ill be disbursed	d by the trustee.			
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor			
			\$0.00	0%	\$0.00			
	Insert additional claims as needed.							
3.4	Lien Avoidance.							
	Check one.							
		e rest of Section 3.4 need not be completed box in Part 1 of this plan is checked.	eted or reproduced. 7	he remainder	of this paragraph will be			
	debtor(s) would have been entitle the avoidance of a judicial lien or any judicial lien or security intere of the judicial lien or security intere	ory, nonpurchase-money security intered under 11 U.S.C. § 522(b). The debt security interest securing a claim listed at that is avoided will be treated as an element that is not avoided will be paid in the than one lien is to be avoided, provided.	tor(s) will request, by filin , I below to the extent that it unsecured claim in Part 5 t full as a secured claim un	g a separate r impairs such e to the extent al der the plan.	notion, that the court order exemptions. The amount of lowed. The amount, if any,			
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata			
	PHFA	6 Cheryl Drive Coraopolis, PA 15108	\$0.00	0%	\$0.00			
	Insert additional claims as needed.							
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance.						
3.5	Surrender of Collateral.							
	Check one.							
	None. If "None" is checked, the	rest of Section 3.5 need not be complete	ted or reproduced.					
	confirmation of this plan the stay	to each creditor listed below the collate under 11 U.S.C. § 362(a) be terminate y allowed unsecured claim resulting fro	ed as to the collateral only	and that the st	ay under 11 U.S.C. § 1301			
	Name of creditor	Colla	nteral					
	Insert additional claims as needed.							

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3.6 Secured tax claims.

\$0.00	Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
		\$0.00		0%		

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to <u>CALAIARO VALENCIK</u> .	In addition to a retainer of \$	1,500.00	(of which \$	was	а
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf	of the debtor,	the amount o	f \$ <u>3,500.00</u>	is
to be paid at the rate of \$350.00 per month. Including any retain	ner paid, a total of \$	_ in fees and	costs reimbur	sement has be	en
approved by the court to date, based on a combination of the n	o-look fee and costs deposit	and previous	ly approved	application(s) 1	for
compensation above the no-look fee. An additional \$ 7,000.00 w	rill be sought through a fee app	olication to be	filed and app	proved before a	ny
additional amount will be paid through the plan, and this plan contai		at additional a	mount, withou	ut diminishing t	he
amounts required to be paid under this plan to holders of allowed unse	ecured claims.				

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

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^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

4.5	Priority Domestic St	apport Obligations not a	ssigned or owed to a	governmental unit.
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If the debtor(s) is/are currently paying Dor debtor(s) expressly agrees to continue paying				
Check here if this payment is for prepet	ition arrearages only.			
Name of creditor (specify the actual payee SCDU)	, e.g. PA Description		Claim	Monthly payment or pro rata
			\$0.00	\$0.00
Insert additional claims as needed.				
Domestic Support Obligations assigned Check one.	or owed to a governmental	unit and paid less tha	n full amount.	
None. If "None" is checked, the rest of	Section 4.6 need not be com	nleted or reproduced		
The allowed priority claims listed belongovernmental unit and will be paid less payments in Section 2.1 be for a term of	s than the full amount of the	ne claim under 11 U.S		
Name of creditor		Amount of claim to	be paid	
			\$0.00	
Insert additional claims as needed.				
Priority unsecured tax claims paid in full.				
Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods
Montour SD & Robinson Twp c/o Jordan Tax Svc - deliquent	\$3,868.46	EIT	0%	2008, 2011, 2013
Insert additional claims as needed				

Part 5:

Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cla	ssified.				
	Debtor(s) ESTIMATE(S) that a total of \$0	_ will be available for dist	ribution to nonpriority unsec	cured creditors.		
	Debtor(s) <i>ACKNOWLEDGE(S)</i> that a <i>MINIMUM</i> of \$\frac{0}{2}\$ shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. \§ 1325(a)(4).					
	The total pool of funds estimated above is <i>NOT</i> the <i>MAXIMUM</i> amount payable to this class of creditors. Instead, the actual pool of fund available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimate percentage of payment to general unsecured creditors is 0 %. The percentage of payment may change, based upon the total amou of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be payor-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan a included in this class.					
5.2	Maintenance of payments and cure of any default on nonpriority unsecured claims.					
	Check one.					
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage					
	amount will be paid in full as specified below an Name of creditor					
		Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)	
		\$0.00	\$0.00	\$0.00		
	Insert additional claims as needed.		_			
5.3	Postpetition utility monthly payments.					
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file ar amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.					
	Name of creditor	Monthly pay	ment Postpetit	ion account number		

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

Insert additional claims as needed.

5.4	Other separately classified nonpriority unsecured claims.							
	Check one.							
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.							
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:							
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate pay	imated total ments trustee		
				\$0.00	0%	\$0.00		
	Insert additional claims as nee	ded.						
Par	t 6: Executory Contrac	cts and Unexpired Leases						
6.1	The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. Name of creditor Description of leased property or current installment payments by beginning date (MM/)							
	Assumed items. Curren trustee.	t installment payments will be disk	oursed by the tru Current installment	ustee. Arrearage pay Amount of arrearage to be	Estimated tota payments by	Payment beginning		
	Assumed items. Curren trustee.	t installment payments will be disk	oursed by the tru Current installment	ustee. Arrearage pay Amount of arrearage to be	Estimated tota payments by	Payment beginning date (MM/		
	Assumed items. Curren trustee.	t installment payments will be disk Description of leased property or executory contract	Current installment payment	ustee. Arrearage pay Amount of arrearage to be paid	Estimated tota payments by trustee	Payment beginning date (MM/		

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

court approval after notice and a hearing upon the filing of an appropriate motion.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if *pro se*) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions 9.1 Check "None" or List Nonstandard Plan Provisions. None. If "None" is checked, the rest of part 9 need not be completed or reproduced. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective. The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to

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Part 10: Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Richard A. Steigerwald, Sr.	X /s/ Patricia L. Steigerwald
Signature of Debtor 1	Signature of Debtor 2
Executed onJun 24, 2019	Executed onJun 24, 2019
MM/DD/YYYY	MM/DD/YYYY
X /s/ David Z. Valencik	Date June 24, 2019
Signature of debtor(s)' attorney	MM/DD/YYYY

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